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15 Attorneys for Plaintiff United States
(see listing of additional counsel on following page)

16 IN THE UNITED STATES DISTRICT COURT
17 FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

18 UNITED STATES OF AMERICA,) CASE NO:
19 Plaintiff,) IN ADMIRALTY
20 v.)
21) <u>CONSENT DECREE</u>
22 ALL OCEANS TRANSPORTATION, INC.,)
23 ITALIA MARITTIMA S.P.A. (FORMERLY)
24 LLOYD TRIESTINO DI NAVIGAZIONE),)
25 YANG MING MARINE TRANSPORT)
26 CORPORATION, <i>in personam</i> , M/V YM)
PROSPERITY, <i>in rem</i> ,)
27 Defendants.)
28)

CONSENT DECREE

1 THEODORE H. ADKINSON
2 Keesal, Young & Logan
3 400 Oceangate
4 P.O. Box 1730
5 Long Beach, CA 90801-1730

6 Attorney for Defendant Yang Ming Marine Transport Corporation and All Oceans
7 Transportation, Inc.

8 JOHN E. HOLLOWAY
9 Hunton & Williams
10 500 East Main Street
11 Norfolk, VA 23510

12 Attorney for Defendant Italia Marittima S.p.A
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1 This Consent Decree is made and entered into by and between the United States of
2 America, on behalf of the National Oceanic and Atmospheric Administration ("NOAA"); and the
3 M/V PROSPERITY (previously named the M/V MED TAIPEI), *in rem* ("MED TAIPEI"); All
4 Oceans Transportation, Inc. ("All Oceans"), the owner of the vessel; Italia Marittima S.p.A.
5 (formerly Lloyd Triestino Di Navigazione) ("Italia Marittima"), the time charterer of the vessel
6 and owner of some of its containers; and Yang Ming Marine Transport Corporation ("Yang
7 Ming"), the manager of the vessel, *in personam* (collectively "Defendants").

8 BACKGROUND

9 A. On or about February 26, 2004, the MED TAIPEI completed cargo loading
10 operations in the port of Oakland, California and departed en route to the port of Los Angeles.

11 B. The MED TAIPEI, while traveling through the Monterey Bay National Marine
12 Sanctuary ("MBNMS" or the "Sanctuary"), lost approximately fifteen loaded shipping
13 containers. These containers, containing a variety of products, including car tires, sofas and
14 wheelchair accessories, are believed to be located on the ocean floor at approximate depths of
15 2000-4000 feet.

16 C. The alleged cause of the foregoing Loss of Containers was, in part, the method of
17 container stowage conducted at the loading port in Oakland, California. Certain container
18 locking-positioning assemblies (deck foot holds) were allegedly either missing or damaged, and
19 certain welds on deck foot holds allegedly failed to penetrate the deck plating sufficiently.

20 D. The MED TAIPEI, a Liberian flagged vessel, is owned by All Oceans and
21 operated and managed by Yang Ming. The M/V MED TAIPEI was on time charter to Italia
22 Marittima. The containers were owned and/or leased by Italia Marittima and other parties
23 listed in Attachment A to this Consent Decree.

24 E. To date, only one of the containers has been located. This container was found
25 within the MBNMS at an approximate depth of 4000 feet and approximately 16 miles off the
26 California coastline.

27 F. It is believed that the containers most likely landed in deepwater habitats with a
28

1 diverse biota. Monterey Bay is one of the most biologically diverse bodies of water in the world.
2 Injuries to Sanctuary resources likely include physical crushing or smothering of benthic
3 organisms and their habitats, chemical changes in benthic sediments as containers deteriorate,
4 and entrapment of mobile organisms by container contents, such as cyclone fencing. As
5 containers deteriorate and spill their contents over the Sanctuary floor, the injury imprint will
6 increase.

7 G. Pursuant to the National Marine Sanctuaries Act ("NMSA") (formerly the Marine
8 Protection, Research, and Sanctuaries Act), 16 U.S.C. §§ 1431-45, any person who destroys,
9 causes the loss of, or injures any sanctuary resources is liable to the United States for response
10 costs and damages resulting from such destruction, loss or injury to resources. Concurrent with
11 the lodging of this Consent Decree, the United States is filing a complaint seeking damages and
12 costs related to injuries that were and may in the future be caused by the Loss of the Containers
13 and their contents.

14 H. Pursuant to the NMSA, "damages" includes, *inter alia*: the cost of replacing,
15 restoring, or acquiring the equivalent of a sanctuary resource ("primary restoration"); the value of
16 the lost use of the resource pending its restoration or replacement or the acquisition of an
17 equivalent resource ("compensatory restoration"); the cost of damage assessments; the
18 reasonable cost of monitoring appropriate to the injured, restored or replaced resources; and the
19 cost of enforcement actions undertaken by the Secretary in response to the destruction or loss of,
20 or injury to, a sanctuary resource. 16 U.S.C § 1432(6).

21 I. NOAA has determined that removal of the containers may not be feasible and a
22 formal assessment of the injuries inflicted by the containers is not appropriate.

23 J. Pursuant to 16 U.S.C. §§ 1436, 1437(d), the Secretary of Commerce may assess
24 civil penalties against any person who destroys, causes the loss of, or injures any sanctuary
25 resource.

26 K. Pursuant to this Consent Decree, defendants will pay to the United States the sum
27 of \$3,250,000.00 to address claims pursuant to 16 U.S.C. §§ 1436, 1437(d) and 1443.

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1 L. The Parties, without the necessity of trial or adjudication of any issues of fact or
2 law and without any admission of liability by Defendants agree, and the Court finds, that this
3 Consent Decree is fair, reasonable, and in the public interest.

4 NOW, THEREFORE IT IS ADJUDGED, ORDERED AND DECREED THAT:

5 I. DEFINITIONS

6 1. Unless otherwise specified, terms used in this Consent Decree which are defined under
7 the NMSA shall have the meaning assigned to them in the NMSA. Whenever the following
8 terms are used in this Consent Decree, the definition specified hereinafter shall apply:

9 a. "The Act" or "NMSA" means the National Marine Sanctuaries Act, 16 U.S.C. §§ 1431
10 *et seq.*;

11 b. "Compensatory Restoration" means the restoration undertaken to compensate the
12 public for value of the lost use of sanctuary resources and services resulting from their injury or
13 destruction until full restoration and recovery of those resources and services to baseline has been
14 attained;

15 c. "Consent Decree" means this Decree and all attachments. In the event of conflict
16 between this Decree and any attachment, this Decree shall control;

17 d. "Defendants" means All Oceans, Italia Marittima, Yang Ming *in personam*; and the
18 MED TAIPEI, *in rem*;

19 e. "Interested Parties" means the entities set forth on Attachment A to this Decree.

20 f. "Loss of Containers" means the loss from the MED TAIPEI of approximately fifteen
21 shipping containers in the MBNMS on or about February 26, 2004;

22 g. "Natural Resource Damages" means compensation for the injuries to MBNMS
23 resources caused by the Loss of Containers;

24 h. "Plaintiff" means the United States of America, on behalf of NOAA;

25 i. "Parties" means the United States of America, All Oceans, Italia Marittima, and Yang
26 Ming, *in personam*, and MED TAIPEI, *in rem*;

27 j. "The Sanctuary" means the Monterey Bay National Marine Sanctuary ("MBNMS").
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1 II. JURISDICTION

2 2. The Parties agree and consent that this Court has personal jurisdiction over the
3 Parties and jurisdiction to enter and enforce this Consent Decree pursuant to 16 U.S.C. § 1443(c)
4 and also pursuant to 28 U.S.C., §§ 1331, 1333, 1345, 1355, and 1367.

5 III. PARTIES BOUND

6 3. The provisions of this Consent Decree shall apply to and be binding upon the
7 United States, and upon the Defendants and their officers, directors, agents, servants, employees,
8 successors, and assigns. No change in ownership, corporate or partnership status relating to the
9 Defendants will in any way alter the rights or responsibilities of the Defendants under this
10 Consent Decree. All obligations of Defendants under this Decree shall be joint and several.

11 IV. PAYMENT OF COSTS

12 4. The Defendants shall pay \$3,250,000.00 within 30 days of the date of entry of
13 this Consent Decree. The payment shall be transferred via Electronic Funds Transfers (EFTs)
14 through the United States Department of Justice for disbursement to NOAA (Project Code:
15 1CK3J65-P00; Appropriation Code: 13x4316; Agency Location Code: 13 14 0001), according
16 to instructions to be obtained by defendants from the Office of the U.S. Attorney, Northern
17 District of California, Financial Litigation Unit. The addenda record of that payment shall be
18 annotated "M/V MED TAIPEI". A copy of the paperwork documenting the EFTs, and any
19 accompanying correspondence shall reference DOJ # 90-5-1-1-08681 and shall be sent to:

20 R. Michael Underhill
21 Attorney in Charge, West Coast Office
22 Torts Branch, Civil Division
23 U.S. Department of Justice
24 7th Floor Federal Bldg., Room 7-5395
25 P.O. Box 36028, 450 Golden Gate Avenue
26 San Francisco, California 94102-3463

27 Chief, Environmental Enforcement Section
28 United States Department of Justice
P.O. Box 7611
Washington, D.C. 20044

Sharon K. Shutler, Esq.
NOAA Office of General Counsel, Natural Resources 1315 East-West Highway
Room 15132

1 Silver Spring, MD 20910-3282

2 5. In the event that the Defendants fail to make the payment referred to in paragraph
3 4 on time, interest shall be assessed at the annual rate established pursuant to 31 U.S.C. § 3717
4 for each day that the payment is late.

5 6. In the event that Defendants fail to make the payment referred to in paragraph 4
6 on time, Defendants shall pay a stipulated penalty of \$2000 per day of non-payment.

7 V. COVENANT NOT TO SUE BY PLAINTIFF

8 7. In consideration of the payments that will be made by Defendants pursuant to this
9 Consent Decree, the United States covenants not to sue and agrees not to assert any claims or
10 causes of action against the Defendants or against Interested Parties for damages for the
11 destruction or loss of sanctuary resources, for civil penalties, and for response costs pursuant to
12 16 U.S.C. § 1443(a)(1) and (a)(2) and 16 U.S.C. § 1437(d), or pursuant to 16 U.S.C. § 703 *et*
13 *seq.* (Migratory Bird Treaty Act); 16 U.S.C. § 1531 *et seq.* (Endangered Species Act); 33 U.S.C.
14 §§ 1251 *et seq.* (Clean Water Act) ("CWA"); 33 U.S.C. §§401 *et seq.* (Rivers and Harbors Act of
15 1899); 33 U.S.C. §§1401 - 1445 (Marine Protection, Research, and Sanctuaries Act - Ocean
16 Dumping Act); 33 U.S.C. §§1901 - 12 (Act to Prevent Pollution from Ships); the International
17 Convention for the Prevention of Pollution from Ships of 1973 (MARPOL); the Protocol of 1978
18 Relating to the International Convention for the Prevention of Pollution from Ships (MARPOL
19 Protocol); and 42 U.S.C. §9601 *et seq.* (Comprehensive Environmental Response,
20 Compensation, and Liability Act) ("CERCLA") arising from the Loss of Containers. These
21 covenants not to sue are not effective until, and are conditioned upon, complete and satisfactory
22 performance by the Defendants of all their obligations under this Consent Decree, specifically
23 those obligations contained in Section IV.

24 VI. RESERVATION OF RIGHTS

25 8. Notwithstanding any other provision of this Consent Decree, the Plaintiff
26 reserves, and this Consent Decree is without prejudice to, all rights which Plaintiff has against
27 Defendants with respect to all matters other than those expressly specified in the Covenant Not to
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1 Sue set forth in Section V, including:

2 (a). Claims related to Defendants' failure to make the payment required under Section
3 IV, or to comply with any other obligation or requirement of this Consent Decree;

4 (b). Claims for damages, response costs, penalties or injunctive relief under the NMSA;
5 the CWA; the Oil Pollution Act of 1990, 33 U.S.C. §§ 2701-2761; CERCLA; or the Park
6 System Resource Protection Act, 16 U.S.C. §§ 19jj-19jj-4 should it be determined at any time
7 that any container, contrary to the Bills of Lading and/or manifests provided by the Defendants to
8 the United States contains or contained hazardous materials or oil (copies of the bills of lading
9 issued for each container lost overboard are attached as Attachment B); and

10 (c). Criminal liability.

11 VII. COVENANT NOT TO SUE BY THE DEFENDANTS

12 9. (a). Except as expressly set forth below in paragraph 9(b), Defendants hereby
13 covenant not to sue and agree not to assert any claims or causes of action against the United
14 States, its employees, agents, agencies, vessels, crew, experts or contractors with respect to any
15 claims or causes of action related to, pertaining to, or arising from, directly or indirectly, the Loss
16 of Containers, including but not limited to, any direct or indirect claim for reimbursement from
17 the EPA Hazardous Substance Superfund (established pursuant to the Internal Revenue Code, 26
18 U.S.C. § 9507), based on Sections 106(b)(2), 111, or 112 of CERCLA, 42 U.S.C. §§ 9606(b)(2),
19 9611, or 9612 or any other provision of law.

20 (b). Notwithstanding the foregoing provision of paragraph 9(a), this Consent Decree is
21 without prejudice to all rights of the Defendants with respect to all matters other than those
22 expressly specified in the covenant set forth in paragraph 9(a). Solely in the event that the
23 United States exercises its rights pursuant to Section VI, the Defendants also reserve the right to
24 assert any defenses that they may have with respect to the matters raised by the United States
25 pursuant to Section VI.

26 VIII. NOTICES

27 10. Whenever under the terms of this Consent Decree, notice is required to be given
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1 or a report or other document is required to be forwarded by one party to another, it shall be
2 directed to the following individuals at the addresses specified below, unless it is otherwise
3 specifically provided in this Consent Decree. Any change in the individuals designated below by
4 any Party must be made in writing to the other Parties. Any correspondence submitted to the
5 United States shall include a reference to the case caption, index number of this court action and
6 DOJ case # 90-5-1-1-08681.

7 For the United States:

8 R. Michael Underhill
9 Attorney in Charge, West Coast Office
10 Torts Branch, Civil Division
11 U.S. Department of Justice
12 7th Floor Federal Bldg., Room 7-5395
13 P.O. Box 36028, 450 Golden Gate Avenue
14 San Francisco, California 94102-3463

15 Chief, Environmental Enforcement Section
16 Environment and Natural Resources Division
17 Post Office Box 7611
18 Washington, D.C. 20044

19 Sharon K. Shutler, Esq.
20 NOAA Office of General Counsel, Natural Resources
21 1315 East-West Highway
22 Silver Spring, MD 20910-3282

23 For Yang Ming and All Oceans:

24 Theodore H. Adkinson
25 Keesal, Young & Logan
26 400 Oceangate
27 P.O. Box 1730
28 Long Beach, CA 90801-1730

For Italia Marittima:

John E. Holloway
Hunton & Williams
500 East Main Street
Norfolk, VA 23510

11. Such communication is intended to facilitate meeting the objectives of this
Consent Decree and shall not relieve the Parties of the notice and reporting requirements set forth
elsewhere in this Consent Decree.

IX. EFFECTIVE DATE

12. This Consent Decree shall be effective upon the date of its entry by the Court.

X. LODGING AND PUBLIC NOTICE REQUIREMENTS

13. This Consent Decree shall be lodged with the Court for a period of not less than thirty days for public notice and comment in accordance with the procedures set forth in 28 C.F.R. § 50.7. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations which indicate that the Consent Decree is inappropriate, improper, or inadequate. Defendants consent to the entry of this Consent Decree without further notice.

14. If for any reason the Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any Party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

XI. SIGNATORIES, SERVICE

15. Each undersigned representative of the Defendants to this Consent Decree, and the Assistant Attorney General for Environment and Natural Resources of the Department of Justice, certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind such Party to this document.

16. Defendants shall identify, on the attached signature page, the name, address and telephone number of an agent who is authorized to accept service of process by mail on behalf of Defendants with respect to all matters arising under or relating to this Consent Decree. Defendants hereby agree to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including, but not limited to, service of a summons.

SO ORDERED THIS _____ DAY OF _____, 200 .

United States District Judge

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States of
2 America v. All Oceans Transportation, Inc. et al.,

3
4
5 FOR THE UNITED STATES OF AMERICA:

6
7
8 Date: 7/6/06

9 SUE ELLEN WOOLDRIDGE
10 Assistant Attorney General
11 Environment and Natural Resources Division
12 U.S. Department of Justice
13 Washington, D.C. 20530

14
15 Date: 7/12/06

16 LORI JONAS
17 Senior Attorney
18 Environmental Enforcement Section
19 Environment and Natural Resources Division
20 U.S. Department of Justice
21 P.O. Box 7611
22 Washington, DC 20044-7611

23
24 PETER KEISLER
25 Assistant Attorney General
26 KEVIN V. RYAN
27 United States Attorney
28 Northern District of California

Date:

29 R. MICHAEL UNDERHILL (State Bar No. 104986)
30 Attorney in Charge, West Coast Office
31 Torts Branch, Civil Division
32 U.S. Department of Justice
33 7th Floor Federal Bldg., Room 7-5395
34 P.O. Box 36028, 450 Golden Gate Avenue
35 San Francisco, California 94102-3463

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2 America v. All Oceans Transportation, Inc. et al.

3
4
5 FOR THE UNITED STATES OF AMERICA:

6
7
8 Date:

9 SUE ELLEN WOOLDRIDGE
10 Assistant Attorney General
11 Environment and Natural Resources Division
12 U.S. Department of Justice
13 Washington, D.C. 20530

14
15
16 Date:

17 LORI JONAS
18 Senior Attorney
19 Environmental Enforcement Section
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21 U.S. Department of Justice
22 P.O. Box 7611
23 Washington, DC 20044-7611

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PETER KEISLER
Assistant Attorney General
KEVIN V. RYAN
United States Attorney
Northern District of California

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29 Date: 2/6/06
30 R. MICHAEL UNDERHILL (State Bar No. 104986)
31 Attorney in Charge, West Coast Office
32 Torts Branch, Civil Division
33 U.S. Department of Justice
34 7th Floor Federal Bldg., Room 7-5395
35 P.O. Box 36028, 450 Golden Gate Avenue
36 San Francisco, California 94102-3463

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States of
2 America v. All Oceans Transportation, Inc. et al.

3
4 FOR YANG MING AND ALL OCEANS:

5
6 Date: *June 20, 2006*

7 Norman Choi, Corporate Counsel,
8 Yang Ming America,
9 authorized agent of Yang Ming Marine Transport
10 Corporation

11 Agent Authorized to Accept Service on Behalf of Above-signed Parties:

12 THEODORE H. ADKINSON
13 Keesal, Young & Logan
14 400 Oceangate
15 P.O. Box 1730
16 Long Beach, CA 90801-1730
17 (562) 436-2000
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1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States of
2 America v. All Oceans Transportation, Inc. et al.,

3 FOR ITALIA MARITTIMA:
4

5 Date:

6 JOHN E. HOLLOWAY
7 Hunton & Williams
8 500 East Main Street
9 Norfolk, VA 23510
10

11 Agent Authorized to Accept Service on Behalf of Above-signed Parties:
12

13 JOHN E. HOLLOWAY
14 Hunton & Williams
15 500 East Main Street
16 Norfolk, VA 23510
17 (757) 640-5360
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Attachment A - Interested Parties

Interested Parties

1. **AI Marine Adjusters Inc**
70 Pine Street
4th Floor
New York 10270
U.S.A.
Tel: 212 440 6504
Fax: 212 440 6689
2. **Air Tiger Express International LLC**
ATE International, LLC
1100 Larkspur Landing Circle, Suite 290
Larkspur, CA, 94939
USA
3. **All Oceans Transportation, Inc.**
271 Ming De 1st Road
Chidu
206 Keelung
Taiwan
4. **America Chung Nam. Inc**
1163 Fairway Drive,
City Of Industry, CA 91789
USA
Tel: (909) 839-8388
Fax: (909) 839-8322, x 8341
5. **American Home Assurance Company Inc**
145 Wellington Street West
Toronto ON
N5J 1H8
Canada
6. **American Home Insurance Company**
International subsidiary
PO Box 61
Sun Plz., Ste. 202
L G Smith Blvd.
Oranjestad, Aruba
Tel: 297 5825 500
7. **American International Group, Inc. (AIG)**
70 Pine Street
New York, NY, 10270
8. **American International Marine Agency, Inc.**
90 Park Avenue
7th Floor
New York, NY 10016
9. **American Marine Insurance Co.**

10. **ATE International, LLC**
1100 Larkspur Landing Circle, Suite 155
Larkspur, CA 94939
U.S.A.
Attn: Tom Waters/Layne Dorr
Tel: 1-415-925-9125
Fax: 1-415-925-9120
11. **ATE Logistics Co., Ltd.**
Room 802, N055, No. 45 Yan-An East Road,
Shanghai, China 20002
Tel: 86-21-6337-3535
Fax: 86-21-6337-3797/98
12. **Ba-Shi Yuexin Logistics Development Co., Ltd.**
17890 Castleton Street, Suite 367
City of Industry, CA 91748
Tel: 626-839-8028
13. **BDP Asia-Pacific (Shanghai)**
HuaiHaiZhong Road 527-A906, LuWan District, ShangHai
Phone: 021-63591507
Fax: 021-63751348
Contact: Min, SHI
14. **BDP Asia-Pacific Ltd**
BDP Asia Pacific Ltd.
183 Rajadamri Road
Regent House, 10th Floor
Lumpini, Patumwan
Bangkok 10330-Thailand
15. **BDP International, Inc**
1061 East Northwest Highway
Suite 650
Grapevine
Texas 76051
U.S.A.
16. **Ben E. Nutter Terminal**
Port of Oakland
17. **Benchcraft LLC**
P.O. Box 86 6451 Hwy 15 N. Blue Mountain, MS 38610
T: 66 21 659156
18. **Benison International Transportation, Inc.**
1161 E. Sandhill Ave., Suite A
Carson, CA 90746
Tel: (310) 604-3600
Fax: (310) 604-3611
19. **Britannia Steam Ship Insurance Association Limited**
c/o Tindall Riley (Britannia) Limited
New City Court
20 St Thomas Street
London SE1 9RR
20. **Calendar-Robinson Co, Inc**
785 Market Street
Suite #750
San Francisco CA 94103-20
U.S.A.

21. **Capital Lease Limited**
Suite 1108 West Tower,
Shun Tak Centre,
200 Connaught Road Central,
Hong Kong
22. **China International Freight Co Ltd**
Room 802
No 45 Yan-An Road East
Shanghai
China 20002
23. **Container Applications International Inc.**
One Embarcadero Center,
Suite 2101,
San Francisco, CA 94111
U.S.A.
24. **Cosa Freight Inc.**
Rm 1901
Times Plaza, No.1
Taizi Road,Shekou,
Shenzhen, China (518067)
25. **Craig/is Ltd, Insurance Services**
P.O. Box 561
Parlin NJ 08859
U.S.A.
26. **Dalton Instrument Corporation**
1103 Venture
Carrollton, TX 75006, U.S.A.
27. **DFW International Services, Inc.**
3025 Roy Orb Blvd.
Grand Prairie, TX 75050
U.S.
Tel: 972-262-0539
Fax: 972-262-29
28. **Evergreen America Corporation**
One Evertrust Plaza,
Jersey City, NJ 07302,
Jersey City,
U.S.
29. **Evergreen International Corporation**
163, Sec 1,
Hsin Nan Road,
Taiwan
30. **Evergreen Marine Corporation**
166, Section 2,
Minsheng East Road,
Taipei 104,
Taiwan
31. **Evergreen Marine Corporation (Taiwan) Ltd**
166, Section 2,
Minsheng East Road,
Taipei 104,
Taiwan
32. **Express Forwarding Co.**
922 East 'E' Street Suite B
Wilmington
USA

33. **Fireman's Fund McGee**
75 Wall Street
18th Floor
New York NY 10005
U.S.A.
34. **Florens Container Service Co., Ltd.**
35F, Connaught Road West,
Hong Kong
35. **Frank's Trading Co.**
1683 Galvez Avenue
San Francisco CA 94124
U.S.A.
36. **Franktex Inc**
1683 Galvez Avenue
San Francisco CA 94124
U.S.A.
Tel: 415 285 9888
Fax: 415 285 9906
37. **Fritz Company**
490 Supreme Dr.
Bensenville, IL 60106
U.S.
Tel: 630-787-3139
Fax: 630-616-0015
38. **Gateway Container Corporation**
88 Kearny Street,
Suite 2100,
San Francisco,
California 94108
U.S.
39. **Gibson Robb & Lindh LLP**
100 First Street
27th Floor
San Francisco CA 94105
U.S.A.
40. **Great American Insurance Companies**
1350 Treat Blvd
Suite 300
Walnut Creek
CA 94596
U.S.A.
41. **Great American Insurance Group**
Ocean Marine
P.O. Box 2468
Cincinnati OH 45201
U.S.A.
42. **Greencompass Marine Corporation and
Greencompass Marine S.A.**
166, Sec 2.1,
Minsheng Road,
Taipei, 104
Taiwan

43. **GRI Hangzhou**
Room 409 Westlake,
Minglou Building
296 Qingchun Rd.
ChinaTel: 0571-8715396
44. **Haining Karen Furniture Co., Ltd.**
Xiashi,
Haining,
Zhejiang,
China
T: 0573-7783709
F: 0573-7789499
45. **Hangzhou Yongli Paper Co., Ltd.,**
Xinjian Village,
Fuyang City,
Hangzhou,
China
Tel:571-63583958
Fax 571-63583055
46. **Hatsu Marine Limited**
Evergreen House,
160 Euston Road,
London NW1 2DX,
U.K.
47. **HLB Trading (U.S.A.), Inc**
9041 Dice Road Unit 13
Los Nistos Business Center
Santa Fe Springs CA 90670
U.S.A.
Tel: 562 906 2108
Fax: 562 906 2109
48. **Hecny Shipping Ltd**
Room 1203-1206
Chun Shen Jiang
Mansion No 400
Zhejiang Road (central)
Shanghai, China
Tel: 8622 635 27828
Fax: 8621 635 27832
49. **International Marine Underwriters**
77 Water Street
16th Floor
New York NY 10005
U.S.A.
Tel: 212 440 6504
Fax: 212 440 6689
50. **Internet Marine Valley**
51. **Interpool Inc.**
221 College Road East,
Princeton, NJ 08540
U.S.
52. **Italia Marittima SpA (formerly Lloyd Triestino di Navigazione SpA)**
Passeggio S.Andrea, 4
34123 Trieste
Italy

53. **James J. Boyle & Co**
CHB#4668
2525 Corporate Place #100
Monterey Park
U.S.
54. **JBR Marine Inc**
21660 E. Corley Drive,
Suite 330,
Diamond Bar, CA 91765
U.S.A.
Tel: (909) 612-0806
55. **JC Horizon Ltd**
411 E. Huntington,
Dr. No. 311 Arcadia, CA 91006,
USA
Tel: (626)446-1819
Fax: (626) 446-5129
56. **JC Horizon Ltd**
411 E Huntington Dr Ste 311
Arcadia, CA 91006
57. **Jiangsu United Transport Co Ltd**
Shanghai Branch
Room 405
Love Inn Hotel No 868
Si Ping Road
Shanghai 200086
China
Tel: 86 21 65090183
Fax: 86 21 65 07 8742
58. **Jiangxi Paper Industry Co.,Ltd.**
112 Dongjiayao Nanchang China
Tel: 0791-8605818
59. **Kamino International Transport, Inc**
640 Airport South Parkway,
Suite 400
Atlanta, GA 30349
Tel: 770 994 5800
Fax: 770 994 5789
Email: Ron.chung@kamino.com
Juila.suber@kamino.com
60. **LK Shipping**
1012 W. Beverly Blvd.
#138 Montebello CA 90640
U.S.
61. **Lloyd Triestino America Corporation**
4 Gatehall Drive,
2nd Floor,
Parsippany,
NJ 07054
U.S.
62. **Marine Terminals Corporation**
1999 Harrison Street, Suite 550
Oakland, CA 94612
Tel: (510) 302-3900
Fax: (510) 302-0181

63. **Merits Health Products Co., Ltd.**
No. 9 Road 36
Taichung Industrial Park,
Taichung
Republic of China
Tel: 00886 4 23594991
Fax: 00886 4 23594992
64. **Michelin Asia-Pacific Export (HK)/Mic**
500 Hennessy Road
Hong Kong
65. **Michelin China SMW**
9th Floor,
POS Plaza
1600 Century Ave.
Pudong New Development Zone
Shanghai 200122
China
66. **Michelin North America, Inc.**
MTC/Houston,
8800 City Park Loop,
Texas 77012,
Houston,
U.S.A. or
1 Parkway South
P.O. Box 19001
Greenville, SC 29602-9001
U.S.A.
67. **Midwest Air Technologies, Inc.**
World Headquarters,
625 Barclay Boulevard,
Lincolnshire, IL 60069,
U.S.
Tel: 847-383-8524 / 800-628-8815
Fax: 847-821-9645
68. **MTS Transportation Inc.**
8054 East Garvey Avenue
Suite #101
Rosemead CA 91770
U.S.A.
Tel: 626 288 1255
Fax: 626 288 5804
69. **Nanjing Sanying Sporting Ware Co. Ltd**
Zhongshan Scientific & Technical Zone,
Luhe District
Nanjing 210048
People's Republic of China
Tel: 8625 58 39 53 57

70. **Newport CH International LLC,**
3030 Saturn Street, Suite 203,
Brea, CA 92821, U.S.A.
Tel: 714 572 8881
Fax: 714 572 0988
71. **Oceanland Service Inc**
8054 E. Garvey Ave. 8200
Rosemead CA 91770
U.S.A.
Tel: 626 573 8429
Fax: 626 573 1200
72. **OneBeacon Insurance Group**
33 New Montgomery St
Suite 1850
P.O. Box 7614
San Francisco CA 94120
U.S.A.
73. **P&O Nedlloyd Container Line Ltd**
40 Boompjes
3011 XB Rotterdam
Netherlands
74. **Paper Co Ltd**
Units 1 & 2
Bricklayers Arms
Mandela Way
London, SE1 5SP
Tel: 020 7394 3130
Fax: 020 7394 3131
75. **Potential Industries, Inc.**
922 East 'E' Street, Wilmington,
CA 90744
USA
Tel: 001 310 5495901
76. **Prime Agency**
17595 Almahurst Road
Suite 205
City of Industry CA 91748
U.S.A.
77. **Prime Shipping International Inc**
17595 Almahurst Road
Suite 209
City of Industry CA 91748
U.S.A.
78. **Rogers & Brown North American Logistics, Inc.**
150L West Phillips Road,
Greer,
South Carolina 29650
U.S.
864-879-2157
864-879-6424
79. **Sam and Jenny Inc.,**
310 120TH Ave Suite A-203,
Bellevue 98005 WA
U.S.A.
80. **Seaside Transportation Services, LLC**
5190 Seventh St.

- Oakland, CA 94607
Tel: (510) 645-2400
Fax: (510) 763-6948
81. **Shandong Huatai Paper Industry Shareholding Co., Ltd.**
Tel: 0086546 6888423
82. **Shandong Xinlunan Paper Co. Ltd**
No. 297 Renmin Road,
Tancheng Country,
Shangdong
China
83. **Shanghai Dazhi Enterprise (Group) Co Ltd**
No. 3278 Jiasong Mid Rd.
Qingpu District
Shanghai, China
84. **Shanghai Michelin Warrior Tire Co. Ltd.**
9th Floor, POS Plaza,
1600 Century Ave.,
Pudong New Development Zone,
Shanghai
China
85. **Shanghai Port Container Company Limited (Wai Gao Qiao Terminal)**
Branch No 1299,
Ganghua Road,
Pudong New Region,
Shanghai,
China
86. **Shanghai Qianchang Home Textile Co Ltd**
No. 8 Dongfang Road
Pudong New Area
Shanghai
China
87. **Smurfit Recycling Company**
Suite 450,
1025W.190TH St. Gardena Ca. 90248
U.S.A.
88. **Smurfit-Stone Recycling Company**
800 77th Ave
Oakland, CA 94621
(510) 635-9383
89. **Sonoco Hongwen Paper Co., Ltd (Shanghai)**
243 Xi Tai Road,
Shanghai 200231
P.R.China
Tel: 8621 5409-0022
Fax: 8621 5409-8017
90. **Sport Supply Group Inc.**
13700 Benchmark Farmers' Branch
TX 75234
Tel: 913 273 3990
91. **St Paul Fire and Marine Insurance Company**
Ocean Marine Recovery
1 Jericho Plaza
Jericho NY 11753
U.S.A.

92. **St Paul Travelers Insurance Co.**
MC0709
P.O. Box 9093
100 Baylis Road
Melville NY 11747-9093
U.S.A.
93. **Textainer Equipment Management (U.S.) Limited**
650 California Street,
16th Floor,
San Francisco, CA 94108
U.S.
94. **The Standard Steamship Owners' Protection and Indemnity Association (Bermuda) Limited**
c/o Charles Taylor & Co Ltd
International House
1 St Katharine's Way
London E1 9UN
95. **Thomasville Furniture Industries Inc.**
401 E. Main Street
Thomasville, NC 22361
96. **Tianjin Foreign Trade, (Group) Teda Co., Ltd**
No. 59 Nanjing Road,
Tianjin,
China
Tel: 0086 22 23129628
Fax: 0086 22 23316920
97. **Tianjin Taifeng Trading Co., Ltd.**
No. 2 2nd Ave.,
Teda,
Tianjin 300457
China
98. **To Order of M.A.T. (Midwest Air Technologies, Inc.**
World Headquarters,
625 Barclay Blvd.,
Lincolnshire, IL 60069
U.S.
Tel: (847) 821-9630
Fax: (847) 821-9645
99. **To order of Midwest Air Technologies, Inc.**
World Headquarters,
625 Barclay Boulevard,
Lincolnshire, IL 60069,
U.S.A.
Tel: 847-383-8524 / 800-628-8815
Fax: 847-821-9645
100. **To order of Tianjin Foreign Trade, (Group) Teda Co., Ltd**
No. 59 Nanjing Road,
Tianjin,
China
Tel: 0086 22 23129628
Fax: 0086 22 23316920
101. **Traffic Care International Corp.**
3733 Rosemead Blvd. #203
Roseamead
U.S.A.

102. **Tricell Forest Products Ltd**
World Trade Center
590-999 Canada Place
Vancouver, B.C. Canada V6C 3E1
103. **Tricor Services, LLC**
Three Pacific Place
1 Queen's Road East
Hong Kong
Tel: (852) 2980 1888
Fax: (852) 2861 0285
104. **Trimar Defense Services, Inc**
30 Broad Street, 43rd Floor
New York, NY 10004-2944
U.S.A.
105. **Triton Container International Inc.**
55 Green Street,
San Francisco,
CA 94111
U.S.
106. **U.S. Northwest Express**
1200 S. 192nd St. Suite 103
Seattle
U.S.
107. **UTI United States Inc.**
1900-G Centre Park Drive,
Charlotte, IN 28217
U.S.
Tel: 7043579722
Fax: 7043579717
108. **Wachovia Bank, National Association**
Agent for Benchcraft LLC
(P.O. Box 86 6451 Hwy 15 N. Blue Mountain, MS 38610
T: 66 21 859156)
One Berkline Dr.
Morristown, TN 37813
109. **Yang Ming (America) Corporation**
525 Washington Blvd., 25th Floor
Jersey City, NJ 07310
U.S.A.
110. **Yang Ming Line Holding Co.**
525 Washington Blvd., 25th Floor
Jersey City, NJ 07310
U.S.A.
111. **Yang Ming Marine Transport Corp.**
271 Ming De 1st Road
Chidu
Keelung
Taiwan 206
112. **Zhejiang Zhengda Paper (Group) Co Ltd**
Chunjiang Village
Fuyang
Hangzhou
People's Republic of China
Tel: 0086 571 63587222

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Attachment B - Bills of Lading

29/07/2004 14:03 LT SUP LIS → 00016192331607

NUM737 002

GRI HANGZHOU
ROOM409 WESTLAKE
MINGLOU BUILDING 296 QINGCHUN ROAD
TEL:0571-87153966

858400007439

FC

TO ORDER OF M.A.T.
625 BARCLAY BLVD, LINCOLNSHIRE, IL
60069
TEL: (847) 8219630
FAX: (847) 8219645

FRITZ COMPANY
490 SUPREME DRIVE
BENSENVILLE, IL 60106
TEL: 630-787-3139
FAX: 630-616-0015

MIDWEST AIR TECHNOLOGIES, INC.
ATTN: CINDY WEN
TEL: 847-383-8524
FAX: 847-821-9645

LT00889

SHANGHAI

MED TAIPEI 0098-010E

SHANGHAI

LOS ANGELES, CA.

DALLAS, TX.

EMCU9421142/4SH/1301877
TGHU7309540/4SH/1301968
TGHU8115889/4SH/1301821

18 CTN
18 CTN
18 CTN

177.5100 CBM
55,512.00 KGS

NO MARK

3 X 40H

FENCING PRODUCT
54 PKGS FOR KENNEL KIT
TOTAL : 54 CARTONS
"OCEAN FREIGHT COLLECT"
SHIPPER'S LOAD & COUNT

THREE (3) CONTAINERS ONLY

O.F.	3.000/4SH	US\$2,261.00		US\$6,783.00
SCMC	1.000/B/L	US\$25.00	US\$25.00	
ACC	3.000/4SH	US\$31.00		US\$93.00
FCL/DC	3.000/4SH	US\$833.00		US\$2,499.00
P.C.	3.000/4SH	US\$99.00		US\$297.00
			US\$25.00	US\$9,672.00

DALLAS, TX.

LTNV
858400007439

SHANGHAI

THREE (3)
FEB.09,2004

FCL/FCL O/R

FEB.09,2004

62678

29/07/2004 14:03 LT SUP LIS → 00016192331607

NUM737 D03

HAINING KARENO FURNITURE CO., LTD.
XIASHI, HAINING, ZHEJIANG, CHINA.
T: 0573-7783709
F: 0573-7789499

858497058653

DF

WACHOVIA BANK NATIONAL ASSOCIATION
AGENT FOR BENCHCRAFT, LLC
(P.O. BOX 86 6451 HWY 15 N., BLUE
MOUNTAIN, MS 38610 T: 66 21 859156)
ONE BERKLINE DR. MORRISTOWN, TN 37813

BENCHCRAFT LLC
HWY 15 N. BLUE MOUNTAIN, MS 38610
T: 66 21 859156

UTI UNITED STATES INC
1900-G CENTRE PARK DRIVE
CHARLOTTE, IN 28217, US
ATTN: STACI MORRISON
TEL: 7043579722 F: 7043579717

LT00790

SHANGHAI

MED TAIPEI 0098-010E

SHANGHAI

LOS ANGELES, CA.

TERRELL, TX.

EISU1377410/4SD/1291941

58.0000 CBM
3,000.00 KGS

1 X 40'

MADE IN CHINA

WOODEN FRAME OF SOFA
PC#: 285343
THIS SHIPMENT DOES NOT CONTAIN ANY
SOLID WOOD PACKING MATERIALS
TOTAL : 50 PIECES
"OCEAN FREIGHT COLLECT"
SHIPPER'S LOAD & COUNT

ONE (1) CONTAINER ONLY

O.F.	1.000/4SD	US\$2,410.00	US\$2,410.00
ACC	1.000/4SD	US\$31.00	US\$31.00
BAC	1.000/4SD	US\$185.00	US\$185.00
FCL/DC	1.000/4SD	US\$740.00	US\$740.00
P.C.	1.000/4SD	US\$88.00	US\$88.00
SCMC	1.000/B/L	US\$25.00	US\$25.00

			US\$3,479.00

TERRELL, TX.

LTNV
858497058653

SHANGHAI

NIL (0)
FEB.09, 2004

FCL/FCL O/D

FEB.09, 2004

BENISON INT'L TRANS. INC.
1161 E.SANDHILL AVE.SUITE A
CARSON, CA 90746
TEL(310)604-3600
FAX(310)604-3611

858498892517

LT00691

BA-SHI YUEXIN LOGISTICS DEVELOPMENT
CO., LTD.
17890 CASTLETON STREET, SUITE 367
CITY OF INDUSTRY, CA 91748
TEL:626-839-8028

BA-SHI YUEXIN LOGISTICS DEVELOPMENT
CO., LTD.
17890 CASTLETON STREET, SUITE 367
CITY OF INDUSTRY, CA 91748
TEL:626-839-8028

SHANGHAI

MED TAIPEI 0098-010E

SHANGHAI

LOS ANGELES, CA.

CHARLESTON, SC.

TGHU7578153/4SH/1301913

67.0000 CBM
4,842.50 KGS

1 X 40H

PACIFIC COAST FEATHER
15810006/07/08/09/10
PO NO:45188911C
DESCRIPTION
QTY
FRANKTEX INC
TO
CARTON# OF
MADE IN CHINA

PLS SEE ATTACHED LIST

ONE (1) CONTAINER ONLY

O.F.	1.000/4SH	US\$2,516.00	US\$2,516.00
ACC	1.000/4SH	US\$32.00	US\$32.00
BAC	1.000/4SH	US\$210.00	US\$210.00
FCL/DC	1.000/4SH	US\$1,203.00	US\$1,203.00
SCMC	1.000/B/L	US\$25.00	US\$25.00

			US\$3,986.00

LTNV
858498892517

SHANGHAI

THREE (3) SHANGHAI

FEB.09,2004

FCL/FCL O/R

FEB.09,2004

29/07/2004 14:03 LT SUP LIS → 00016192331607

NUM737 DM.

* DESCRIPTION * MED TAIPEI 0098-010E LTNV858498892517

HOUSEWARE
(100 PERCENT COTTON DOWN PROOF
FABRIC 200TC POLYFILLED 12 INCH
DIAMOND BOX MATTRESS PADS)

THIS SHIPMENT DOES NOT CONTAIN ANY
SOLID WOOD PACKING MATERIALS
TOTAL : 1037 CARTONS
"OCEAN FREIGHT PREPAID"
SHIPPER'S LOAD & COUNT

NUM652 DIA.

854 458 5947 TO 912817611205 P.05/05
FAX NO. 854 818 8424 Y. UZ/U4
2004-02-27 16:31:27 ET 002 of 2

SEA WAYBILL
NON-NEGOTIABLE

[illegible]

THESE

REPORT IN WHICH THE COMMISSION ADVISES THE HOUSE OF REPRESENTATIVES ON THE PROGRESS OF THE WORK OF THE COMMISSION DURING THE YEAR 1901.

14-00000

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064 879 6424

PAGE. 82

*** TOTAL PAGE.05 ***

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EVERGREEN

08/18/04 FRI 18:15 FAX 2017613006

Shipper / Exporter (complete name and address)
HAINING KARENO FURNITURE —, LTD.

Consignee (complete name and address)
THOMASVILLE FURNITURE INDUSTRIES INC.
401 E MAIN STREET THOMASVILLE, NC 22361

Notify party (complete name and address)
ATE INTERNATIONAL, LLC
1100 LARKSPUR LANDING CIRCLE, SUITE
155, LARKSPUR, CA 94939 ATTN: TOM WATERS/LAYNE
DORR

Pre Carrier by
Vessel / Voyage
MED TAIPEI / 0098-010E
Port of discharge
LOS ANGELES, CA
Place of receipt
SHANGHAI
Place of delivery
DESOTO, TX



Bill of Lading No.

CIFSH42E031

CHINA INT'L FREIGHT CO., LTD.
BILL OF LADING

RECEIVED in apparent good order and condition except as otherwise noted the total number of containers or other packages or units enumerated below for transportation from the place of receipt to the place of delivery subject to the terms hereof.

One of the signed Bills of Lading must be surrendered duly endorsed in exchange for the Goods or delivery order. On presentation of this document (duly endorsed) to the Delivery Agent by the Holder the rights and liabilities arising in accordance with the terms here of shall (without prejudice to any rule of common law or statute rendering them binding on the Merchant) become binding in all respects between the Carrier and the Holder as though the contract evidenced hereby had been made between them.

IN WITNESS Where of this number of original Bills of Lading stated below all of tenor and date one of which being accomplished the others to stand void.

PARTICULARS FURNISHED BY SHIPPER				
MKS & NOS/CONTAINER NOS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT

CRXU4782800/1297351 EISU1228206/1297322 FSCU6976236/1295171 TGHU4591505/1369341 TGHU7747931/1297332 TGHU8176400/1367306 N/M	207 PKGS	WOODEN FRAME SOFA	18000 (KGS)	348 (CBM)
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THIS SHIPMENT CONTAINS NO SOLID
WOOD PACKING MATERIAL

SHIPPER'S LOAD, COUNT AND SEAL
3X40' GP
3X40' HQ
CY-DOOR



9 FEB 2004

ORIGINAL

Total number of packages: SAY TWO HUNDRED AND SEVEN PKGS ONLY

Freight and charges: Prepaid Collect
Ocean Freight Collect

FOR DELIVERY OF GOODS PLEASE APPLY TO:

ATE INTERNATIONAL, LLC
1100 LARKSPUR LANDING CIRCLE, SUITE
155, LARKSPUR, CA 94939 U.S.A. TEL:
1-415-925-9125 Fax: 1-415-925-9120

Total prepaid		
Total collect		
Place and date of issue	SHANGHAI	
On Board Date	2004-02-09	
SIGNATURE	Deborah	

Prepaid at	Payable at
Number of Original B(s) L	Shipper - Reference
	S/O No.

THREE
CHINA INT'L FREIGHT CO., LTD.
for and behalf of

China International Freight Co., Ltd.

By: Deborah
Authorized Signature

Shipper / Exporter (complete name and address)

1. HAINING KARENO FURNITURE CO., LTD.



Bill of Lading No.

CIFSH42E030

Consignee (complete name and address)

THOMASVILLE FURNITURE INDUSTRIES INC.
401 E MAIN STREET THOMASVILLE, NC 22361

CHINA INT'L FREIGHT CO., LTD. BILL OF LADING

Notify party (complete name and address)

ATE INTERNATIONAL, LLC
1100 LARKSPUR LANDING CIRCLE, SUITE
155, LARKSPUR, CA 94939 ATTN: TOM WATERS/LAYNE
DORR

RECEIVED in apparent good order and condition except as otherwise noted the total number of containers or other packages or units enumerated below for transportation from the place of receipt to the place of delivery subject to the terms hereof.

One of the signed Bills of Lading must be surrendered duly endorsed in exchange for the Goods or delivery order. On presentation of this document (duly endorsed) to the Delivery Agent by the Holder the rights and liabilities arising in accordance with the terms here of shall (without prejudice to any rule of common law or statute rendering them binding on the Merchant) become binding in all respects between the Carrier and the Holder as though the contract evidenced hereby had been made between them.

IN WITNESS Where of this number of original Bills of Lading stated below all of tenor and date one of which being accomplished the others to stand void.

Pre Carrier by	Place of receipt
Vessel / Voyage	Port of loading
Port of discharge	Place of delivery
Final destination (for the Merchant's reference)	

MEU TAIDEI / 0098-010E

SHANGHAI

LOS ANGELES, CA

SEARCY, AR

PARTICULARS FURNISHED BY SHIPPER

MKS & NOS/CONTAINER NOS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
CAXU7120249/1297373 UGMU9005744/1369393 N/M	62 PRGS	WOODEN FRAME SOFA	6000 (KGS)	116 (CBM)

THIS SHIPMENT CONTAINS NO SOLID
WOOD PACKING MATERIAL

SHIPPER'S LOAD, COUNT AND SEAL

1X40' GP
1X40' HQ
CY-DOOR

Total number of packages: SAY SIXTY TWO PRGS ONLY

COPY
NON - NEGOTIABLE

Freight and charges:	Prepaid	Collect	FOR DELIVERY OF GOODS PLEASE APPLY TO:
			ATE INTERNATIONAL, LLC 1100 LARKSPUR LANDING CIRCLE, SUITE 155, LARKSPUR, CA 94939 U.S.A. TEL: 1-415-925-9125 Fax: 1-415-925-9120
	Prepaid at	Payable at	
	Number of Original B (S/L)	Shipper - Reference	
		S/O No.	
			THREE
			CHINA INT'L FREIGHT CO., LTD.
Total prepaid			
Total collect			
Place and date of issue			
	SHANGHAI		
On Board Date			
	2004-02-09		
SIGNATURE			

By
AS CARRIER

Shipper / Exporter (complete name and address)
HAINING KARENO FURNITURE CO., LTD.

Consignee (complete name and address)
THOMASVILLE FURNITURE INDUSTRIES INC.
401 E MAIN STREET THOMASVILLE, NC 22361

Notify party (complete name and address)
ATE INTERNATIONAL, LLC
1100 LARKSPUR LANDING CIRCLE, SUITE
155, LARKSPUR, CA 94939 ATTN: TOM WATERS/LAYNE
DORR

Pre Carrier by
Vessel / Voyage
MED TAIPEI / 0098-010E
Port of discharge
LOS ANGELES, CA

Place of receipt
Place of loading
SHANGHAI
Place of delivery
SEARCY, AR



Bill of Lading No.
CIFSH42E093

CHINA INT'L FREIGHT CO., LTD. BILL OF LADING

RECEIVED in apparent good order and condition except as otherwise noted the total number of containers or other packages or units enumerated below for transportation from the place of receipt to the place of delivery subject to the terms hereof.

One of the signed Bills of Lading must be surrendered duly endorsed in exchange for the Goods or delivery order. On presentation of this document (duly endorsed) to the Delivery Agent by the Holder the rights and liabilities arising in accordance with the terms hereof shall (without prejudice to any rule of common law or statute rendering them binding on the Merchant) become binding in all respects between the Carrier and the Holder as though the contract evidenced hereby had been made between them.

IN WITNESS Where of this number of original Bills of Lading stated below all of tenor and date one of which being accomplished the others to stand void.

Final destination (for the Merchant's reference)

MKS & NOS CONTAINER NOS		NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
EISU1457162/1369236		114 PKGS	WOODEN FRAME SOFA	9000 (KGS)	174 (CBM)
EMCU1179583/1369282					
TTNU9298065/1297397					
N/M					

THIS SHIPMENT CONTAINS NO SOLID WOOD PACKING MATERIAL

SHIPPER'S LOAD, COUNT AND SEAL

1X40'HQ
2X40'GP
CY-DOOR



9 FEB 2004

Total number of packages: SAY ONE HUNDRED AND FOURTEEN PKGS ONLY

ORIGINAL

Freight and charges: Prepaid Collect
Ocean Freight Collect

FOR DELIVERY OF GOODS PLEASE APPLY TO:

ATE INTERNATIONAL, LLC
1100 LARKSPUR LANDING CIRCLE, SUITE
155, LARKSPUR, CA 94939 U.S.A. TEL:
1-415-925-9125 Fax: 1-415-925-9120

Total prepaid		
Total collect		
Place and date of issue	SHANGHAI	
On Board Date	2004-02-09	
SIGNATURE	Deborah	

Prepaid at	Payable at
Number of Original B (s) / L	Shipper - Reference
THREE	S/O No.

CHINA INT'L FREIGHT CO., LTD.
For and Behalf of

China International Freight Co., Ltd

By Deborah
AS CARRIER Authorized Signature(s)

ATE LOSISTICS CO., LTD.
ROOM 802, NO. 45, YAN-AN ROAD
EAST SHANGHAI, CHINA 200002
TEL: 021-63373535
FAX: 021-63373797/98

858499181177

LT00754

ATE INTERNATIONAL, LLC
1100 LARKSPUR LANDING CIRCLE, SUITE
155, LARKSPUR, CA 94939 U.S.A.
TEL: 1-415-925-9125
FAX: 1-415-925-9120

ATE INTERNATIONAL, LLC
1100 LARKSPUR LANDING CIRCLE, SUITE
155, LARKSPUR, CA 94939 U.S.A.
TEL: 1-415-925-9125
FAX: 1-415-925-9120

SHANGHAI

MED TAIPEI 0098-010E SHANGHAI
LOS ANGELES, CA. SEARCY, AR

BISU1457162/4SD/1369236
EMCU1179583/4SD/1369282
TTNU9298065/4SH/1297397

52 PKG
31 PKG
31 PKG

174.0000 CBM
9,000.00 KGS

NO MARK

1 X 40H
& 2 X 40'

WOODEN FRAME SOFA

THIS SHIPMENT DOES NOT CONTAIN ANY
SOLID WOOD PACKING MATERIALS
TOTAL : 114 PACKAGES
"OCEAN FREIGHT PREPAID"
SHIPPER'S LOAD & COUNT

THREE (3) CONTAINERS ONLY

O.F.	2.000/4SD	US\$2,710.00	US\$5,420.00
O.F.	1.000/4SH	US\$2,817.00	US\$2,817.00
FCL/DC	2.000/4SD	US\$740.00	US\$1,480.00
FCL/DC	1.000/4SH	US\$833.00	US\$833.00
ACC	2.000/4SD	US\$31.00	US\$62.00
ACC	1.000/4SH	US\$31.00	US\$31.00
SCMC	1.000/B/L	US\$25.00	US\$25.00
			US\$10,668.00

LTVV
858499181177

SHANGHAI

NIL (0)

SHANGHAI

FEB.09,2004

FCL/FCL O/D FEB.09,2004

08/08/04 FRI 14:29 FAX 886 2 25071048

EMC TPE SUP

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EVERGREEN
 EVERGREEN MARINE CORPORATION

BILL OF LADING

(2) Shipper/Exporter ATE LOGISTICS CO., LTD. ROOM 802, NO55, YAN-AN EAST ROAD, SHANGHAI, CHINA TEL: 86-21-6337-3535 FAX: 86-21-6337-3797		(5) Document No. 142498782711	
(3) Consignee (complete name and address) KAMINO INTERNATIONAL 640 AIRPORT SOUTH PARKWAY SUITE 400 ATLANTA, GA 30349 TEL: 770 994 5800 FAX: 770 994 5789 EMAIL: RON.CHUNG@KAMINO.COM JULIA.SUBER@KAMINO.COM		(6) Export References	
(4) Notify Party (complete name and address) KAMINO INTERNATIONAL 640 AIRPORT SOUTH PARKWAY SUITE 400 ATLANTA, GA 30349 TEL: 770 994 5800 FAX: 770 994 5789 EMAIL: RON.CHUNG@KAMINO.COM JULIA.SUBER@KAMINO.COM		(7) Forwarding Agent-References	
(12) Pre carriage by		(8) Point and Country of Origin (for the Merchant's reference only)	
(13) Place of Receipt/Date		(9) Also Notify Party (complete name and address)	
(14) Ocean Vessel/Voy. No.		(10) Onward Intend Routing/Export Instructions (for the Merchant's reference only)	
(15) Port of Loading			
(16) Port of Discharge			
(17) Place of Delivery			
Particulars furnished by the Merchant			
(18) Container No. and Seal No. CONTAINER NO./SEAL NO. GATTU8496935/40H/93203 D.K.	(19) Quantity and Kind of Packages 1 X 40H	(20) Description of Goods 424 CTNS (HI-CUBE) HAIR ORNAMENTS SCARF HAT THIS SHIPMENT DOES NOT CONTAIN ANY SOLID WOOD PACKING MATERIALS "OCEAN FREIGHT COLLECT" SHIPPER'S LOAD & COUNT 424 CARTONS	(21) Measurement (M³) 68.0000 CBM Gross Weight (KGS) 7,000.000 KGS
(22) TOTAL NUMBER OF CONTAINERS OR PACKAGES (IN WORDS) ONE (1) CONTAINER ONLY			
(24) FREIGHT & CHARGES			
O.F. ACC FCL/DC SCMC	Revenue Tons 1.0000/40H 1.0000/40H 1.0000/40H 1.0000 B/L	Rate USD2,397.00 USD31.00 USD1,203.00 USD25.00	Per Prepaid USD25.00 USD25.00
		Collect USD2,397.00 USD31.00 USD1,203.00 USD3,631.00	
(25) B/L NO. EISU 142498782711			
(27) Number of Original B(s)/L NIL (0)			
(29) Prepaid at DESTINATION			
(31) Exchange Rate			
(33) Date of Issue SHANGHAI FEB.08,2004			
(35) Service Type/Mode FCL/FCL O/R			
EVERGREEN INTERNATIONAL CORPORATION			
By			
AS AGENTS FOR THE CARRIER EVERGREEN MARINE CORPORATION			

FORM NO. CRO8/C2 1002/00

08/08/04 FRI 14:29 FAX 886 2 25071048

EMC TPE SUP

0009


EVERGREEN
 EVERGREEN MARINE CORPORATION

BILL OF LADING

(2) Shipper/Exporter MERITS HEALTH PRODUCTS CO., LTD.		(5) Document No. 142498599908	
(3) Consignee (complete name and address) TO ORDER		(6) Export References	
(4) Notify Party (complete name and address) DALTON INSTRUMENT CORPORATION 1103 VENTURE, CARROLLTON, TX. 75006, U.S.A.		(7) Forwarding Agent-References	
(12) Pre-carriage by		(8) Point and Country of Origin (for the Merchant's reference only)	
(13) Place of Receipt/Date SHANGHAI		(9) Also Notify Party (complete name and address) DFW INTERNATIONAL SERVICES, INC. 3025 ROY ORR BLVD. GRAND PRAIRIE, TX 75050 PHONE: 972-262-0539 FAX: 972-262-29 CONTRACT: CHERYL WOODYARD	
(14) Ocean Vessel/Voy. No. MED TAIPEI 0098-010E		(10) Onward Inland Routing/Export Instructions (for the Merchant's reference only)	
(15) Port of Loading SHANGHAI			
(16) Port of Discharge LOS ANGELES, CA			
(17) Place of Delivery LOS ANGELES, CA			
Particulars furnished by the Merchant			
(18) Container No. And Seal No. Mark & No.	(19) Quantity and Kind of Packages	(20) Description of Goods	(21) Measurement (M3) Gross Weight (KGS)
CONTAINER NO./SEAL NO. TGEU7567098/40H/23375	1 X 40H	264 CTNS (HI-CUBE) ELECTRIC BED WHEELCHAIR ACCESSORY THIS SHIPMENT DOES NOT CONTAIN ANY SOLID WOOD PACKING MATERIALS SC NO. 17183 COLLECT AT DESTINATION	64.0000 CBM 10,420.000 KGS
(22) TOTAL NUMBER OF CONTAINERS OR PACKAGES (IN WORDS) ONE (1) CONTAINER ONLY			
(24) FREIGHT & CHARGES	Revenue Tons	Rate	Per Prepaid Collect
O.F. FCL/DC P.C. SCMC	1.0000/40H 1.0000/40H 1.0000/40H 1.0000 B/L	USD1,980.00 USD833.00 USD99.00 USD25.00	USD1,980.00 USD833.00 USD99.00 USD25.00 USD25.00 USD2,912.00
(25) B/L NO. EISU 142498599908	(27) Number of Original B(s)/L THREE (3)	(29) Prepaid at	(30) Collect at
(26) Service Type/Mode FCL/FCL O/O	(28) Place of B(s)/L Issue/Date TAICHUNG FEB.08,2004	(31) Exchange Rate	(32) Exchange Rate
FORM NO. CDB8C2100200			
EVERGREEN INTERNATIONAL CORPORATION By _____ AS AGENTS FOR THE CARRIER EVERGREEN MARINE CORPORATION			

08/08/04 FRI 14:28 FAX 886 2 25071046

EMC TPE SUP

0005


EVERGREEN
 EVERGREEN MARINE CORPORATION

BILL OF LADING

(2) Shipper/Exporter NEWPORT CH INTERNATIONAL LLC. 3030 SATURN STREET, SUITE 203, BREA, CA 92821, U.S.A. TEL: 714-5728881 FAX: 714-5720988		(5) Document No. 45828155	
(3) Consignee (complete name and address) TIANJIN TAIFENG TRADING CO., LTD. NO. 2 2ND AVE., TEDA, TIANJIN 300457 CHINA		(6) Export References REF. NO.: 80299-2	
(4) Notify Party (complete name and address) TIANJIN TAIFENG TRADING CO., LTD. NO. 2 2ND AVE., TEDA, TIANJIN 300457 CHINA		(7) Forwarding Agent-References TRAFFIC CARE INTERNATIONAL CORP. 3733 ROSEMEAD BLVD.#203 ROSEMEAD	
(12) Pre-carriage by (13) Place of Receipt/Date OAKLAND, CA		(8) Point and Country of Origin (for the Merchant's reference only) (9) Also Notify Party (complete name and address)	
(14) Ocean Vessel/Voy. No. YINGANG, CHINA		(10) Onward Inland Routing/Export Instructions (for the Merchant's reference only)	
(16) Container No. and Seal No. GESU4462676/40H/12821 EMCU9110541/40H/13537 2 X 40H		(17) Part of Loading OAKLAND, CA (18) Part of Unloading XINGANG, CHINA	
(19) Quantity and Kind of Packages 2 X 40H		(20) Description of Goods 33 BALS 17999.000KGS (H1-CUBE) 33 BALS 17237.000KGS (H1-CUBE)	
(21) Measurement (M³) 100.0000 CBM 35,236.000 KGS		(22) TOTAL NUMBER OF CONTAINERS OR PACKAGES (IN WORDS) TWO (2) CONTAINERS ONLY	
(23) FREIGHT & CHARGES O.F. D/F		(24) Revenue Tons 2.0000/40H 1.0000 B/L	
(25) B/L NO. 446400007545		(26) Rate USD300.00 USD25.00	
(27) Number of Original B(s)/L NIL (0)		(28) Per Prepaid USD600.00 USD25.00 USD625.00	
(29) Place of B(s)/L Issue/Date SALT LAKE CITY, UT FEB.25,2004		(30) Collect at LOS ANGELES, CA	
(31) Service Type/Mode FCL/FCL O/O		(32) Exchange Rate EVERGREEN INTERNATIONAL CORPORATION	
FORM NO. CB08C24-002-00		AS AGENTS FOR THE CARRIER EVERGREEN MARINE CORPORATION	

 COPY
 NON-NEGOTIABLE

** MARK/DESP ** MED TAIPEI 0098-010W

B/L NO: EISU 446400007545

BKG NO: 45828155

PAGE: 1/1

NO MARKS

MARKS

DESCRIPTION

OCEAN FREIGHT PREPAID
SHIPPER'S LOAD & COUNT
SAY TOTAL: 2X40' ONLY
2X 40' CONTAINER SLAC:
66 BALES
COMMODITY: DLK #13
CLEAN ON BOARD 2/25/04
SPLIT FROM MASTER BL 446400007189
THIS BL IS FOR MANIFEST PURPOSE ONLY.